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*Attorneys for Plaintiff and the Classes*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

CINDY L. BREITMAN, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

XEROX EDUCATION SERVICES, LLC,  
s/h/i as AFFILIATED COMPUTER  
SERVICES, INC. NEXTSTUDENT, INC.,  
and U.S. BANK, N.A.,

Defendants.

Case No. 12 cv 6583 (PAC) (FM)

**NOTICE OF MOTION FOR  
CLASS CERTIFICATION**

**PLEASE TAKE NOTICE** that, upon the declarations of Justin Kuehn, dated May 30, 2014, and Cindy L. Breitman, dated May 29, 2014, the accompanying memorandum of law, dated May 30, 2014, and all of the prior proceedings herein, plaintiff shall move this Court at the U.S. Courthouse, 500 Pearl Street, New York, New York, 10007, before the Hon. Paul A. Crotty, U.S.D.J., on a date and time to be determined by the Court, for an order:

(i) pursuant to Rules 23(a), 23(b)(2), 23(b)(3), and 23(g) of the Federal Rules of Civil Procedure:

(a) Certifying the following classes:

**The CheckMate II Class:** On behalf of federal student loan borrowers enrolled in defendant Xerox Education Services, LLC's ("Xerox") auto-debit payment program *Checkmate II*, or any similar auto-debit payment program offered by Xerox, and who, since August 28, 2006, made payments in excess of the stated monthly amount due (i.e. payments other than the regular installment) ("Prepayments") to their loans and had those Prepayments applied to satisfy (in whole or in part) subsequent installments or prevent the next month's auto-debit.

-and-

**The Benefits Class:** On behalf of federal student loan borrowers who were, since August 28, 2006, promised and qualified for borrower benefits applicable to their loans serviced by Xerox, such as the On-Time Payment Benefit (1% rate reduction after "only" 36 consecutive on-time payments) and Grace Period Benefit (.375% rate reduction to the "grace period rate" after 6 months of consecutive on-time payments), but for whom Xerox failed to apply the earned benefit to decrease as promised the borrowers' loans.

- (b) Appointing plaintiff as representative for the *CheckMate II* Class and Benefits Class;
- (c) Appointing the law firm Bragar Egel & Squire, P.C. as counsel to the Classes; and
- (ii) Granting plaintiff such other and further relief as is just and appropriate.

Dated: New York, New York  
May 30, 2014

BRAGAR EAGEL & SQUIRE, P.C.

By: /s/ Justin Kuehn  
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